

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY
TENNESSEE, AT CLARKSVILLE

2008 NOV -7 PM 3:28

DONNIE WILKES and THERESA WILKES

Plaintiffs,

VERSUS

AMERICAN NATIONAL PROPERTY
AND CASUALTY COMPANIES

Defendant

FILE NO. MC CC CV 0008 1296
JURY DEMAND

COMPLAINT

COME the Plaintiffs, Donnie Wilkes and Theresa Wilkes, by and through their attorney, Mart G. Fendley, and as required by law and in order to comply with the applicable statute of limitations and applicable policy provisions hereby bring suit against the Defendant, American National Property And Casualty Companies, and in support of this complaint would show the Court the following:

1. That Donnie Wilkes and Theresa Wilkes are residents of Montgomery County, Tennessee
2. That American National Property And Casualty Companies is a regularly licensed Tennessee corporation and may be served with process through the Commissioner of Insurance, 500 James Robertson Parkway, 5th Floor, Nashville, TN 37243.
3. That on the 30th day of March, 2007, a policy of insurance issued by American National Property And Casualty Companies to Donnie Wilkes and Theresa Wilkes, the insureds, was in full force and effect.
4. That this policy of insurance was known as policy number 41-H-K76778-1.

5. This policy of insurance provided property and casualty coverage for the insureds' residence located at 817 Iris Lane, Clarksville, TN 37042.

8. That on the 9th day of November, 2007, the insureds' residence and dwelling was consumed by fire.

9. That American National Property And Casualty Companies owes its insureds the coverages payable under Section I-Coverages of the insurance policy known as 41-H-K76778-1, including but not limited to, the actual cash value of the structure destroyed or cost of replacing the same.

10. That American National Property And Casualty Companies owed its insureds the actual cash value of all of the personal property under Section I-Coverages, Coverage C-Personal Property, of the insurance policy known as 41-H-K76778-1.

11. That American National Property And Casualty Companies owes its insureds for their loss of the use of their dwelling under Section I-Coverages, Coverage A, Dwelling, of the insurance policy known as 41-H-K76778-1.

12. That American National Property And Casualty Companies owes the insureds coverage under Section I-Coverages, Additional Coverages, including the necessary expenses incurred to remove debris, loss of trees, shrubs, plants and lawns, under the insurance policy known as 41-H-K76778-1.

13. That American National Property And Casualty Companies owes the insureds coverage under Section I-Coverages, Coverage D, Loss of Use, of the insurance policy known as 41-H-K76778-1.

14. The insureds have provided sufficient information to American National Property And Casualty Companies so that American National Property And Casualty Companies could pay the

claim for the insureds' losses. The insureds have fully complied with all of the duties that are owed American National Property And Casualty Companies

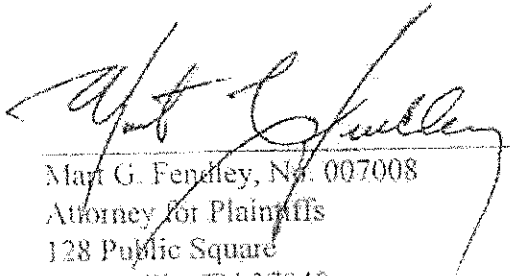
15. That American National Property And Casualty Companies has failed or refused to pay said amount although the insureds have properly demanded the same.

16. It is further alleged that the failure to pay said sums to under the above coverages constitutes bad faith refusal to pay claims owed on an insurance policy after the same has been duly demanded pursuant to T.C.A. § 56-7-105.

WHEREFORE, PREMISES CONSIDERED, the Plaintiffs, Donnie Wilkes and Theresa Wilkes, hereby demand a jury to try these issues and further hereby assert as an ad damnum in this case the sum of \$500,000, and pray for a judgment against the Defendant, American National

Respectfully submitted.

BY:



Mark G. Fendley, No. 007008
Attorney for Plaintiffs
128 Public Square
Clarksville, TN 37040
(931) 245-4357